



Report to the Auburn City Council

Information Item

Agenda Item No. **9**

[Signature]
City Manager's Approval

To: Mayor and City Council Members
From: Mark D'Ambrogi, Fire Chief
Date: February 22, 2010
Subject: Memorandum of Understanding: The City of Auburn Fire Department and U.S. Bureau of Reclamation

The Issue

Shall the council, by resolution, authorize the Fire Chief to sign the Memorandum of Understanding between the City of Auburn Fire Department (AFD) and U.S. Bureau of Reclamation (Reclamation)?

Conclusion and Recommendation

Staff recommends the Council, by resolution, authorize the Fire Chief to sign the Memorandum of Understanding between the City of Auburn Fire Department (AFD) and U.S. Bureau of Reclamation (Reclamation).

Background

Since January 1, 2009, a long standing cooperative agreement was terminated between the U.S. Bureau of Reclamation and Cal Fire; Department of Forestry and Fire Protection, for Cal Fire to provide fire suppression and fuels management services to those areas adjacent to the City of Auburn on Reclamation lands. The most significant project within these lands is the American River Canyon Shaded Fuel Break; a cooperative fuel reduction program involving the City of Auburn, Cal Fire, and Reclamation. Since the termination of the agreement project implementation has been prolonged on project lands. In addition, lack of work on project lands may jeopardize the integrity of the Shaded Fuel Break on private lands of which has been ongoing over the last several years and will continue to do so.

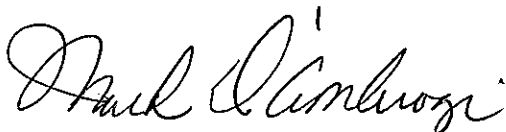
Reclamation understands the severity of risk the City of Auburn endures from the potential of wildfire and therefore has cooperatively collaborated with the City of Auburn Fire Department in developing a Memorandum Of Understanding (MOU) that will allow the City of Auburn Fire Department to conduct fuel projects on Reclamation lands; specifically the Shaded Fuel

Break. This MOU provides opportunity to the City of Auburn by conducting fuel reduction projects on Reclamation land(s) that otherwise may not occur. In November of 2009 the City of Auburn Fire Department, Greater Auburn Area Fire Safe Council, and Reclamation began working on a draft MOU. Working through changes; mainly minor language and liability issues, this MOU has been reviewed and accepted by Reclamation.

This is a step of many in establishing a collaborative effort between a Federal and a Local agency resulting in a positive approach to the wildfire issues. Future steps will include seeking and obtaining funding sources where either agency can effectively fund efforts to the Shaded Fuel Break project. Reclamation still recognizes its responsibility in fuel management on project lands and will continue to seek funding to conduct fuels work. This MOU does not relieve Reclamation of responsibility of maintaining their lands but provides opportunity for the City of Auburn to assist in fuel reduction on project lands. What this MOU does not provide is for the individual homeowner adjacent to project lands permission to conduct individual fuel work on project lands. Any work performed under this MOU needs to be coordinated and implemented through the City of Auburn Fire Department. The Bureau of Land Management (BLM) has a program termed a "Variance Program" that does allow private homeowners to conduct fuel reduction work on adjacent BLM lands after completing a review and approval process. Reclamation does not have this type of program in place due to the designation of land use under the operation of Reclamation. However, Reclamation is willing to explore possible alternatives with the City of Auburn and continues a collaborative approach to fuel management. What this MOU provides for is the opportunity for both agencies; City of Auburn and Reclamation, to seek funding and collectively apply fuel reduction programs that best reduce the risk to our community.

Fiscal Impact

No fiscal impact has been identified by entering into this MOU. This MOU does not obligate the City of Auburn to fund any projects on Reclamation project lands.



Mark D'Ambrogi
Fire Chief

Attachment: Memorandum Of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)
Between
THE CITY OF AUBURN FIRE DEPARTMENT (AFD)
and
U.S. BUREAU OF RECLAMATION (RECLAMATION)

1. Introduction

This MOU between The City of Auburn Fire Department (AFD) and the U. S. Bureau of Reclamation is to establish a collaborative relationship to implement and manage wildland fire fuels reduction programs on those lands under the authority of the Bureau of Reclamation adjacent to the City of Auburn, California; specifically identifying Reclamation's Shaded Fuel Break Project as the priority project.

2. Background

For several years Reclamation's Shaded Fuel Break Project has been implemented on Reclamation project lands in an effort to reduce wildland fuels in strategic locations to enhance fire suppression activities and provide increased firefighter safety on Reclamation Project Lands adjacent to local communities and private lands. This is a collaborative project between Reclamation, the City of Auburn, Cal Fire and California Department of Parks and Recreation. An approved Vegetation Management Program Plan and Shaded Fuel Break Prescription (Prescription) are in place (attached) to implement this project as well as State and Federal environmental compliance. Each entity is committed to the management and maintenance of the Shaded Fuel Break Project and encounters constant challenges relating to funding and availability of resources.

3. Objective

Reclamation and AFD intend to cooperatively support one another to proceed with management and operations of the Shaded Fuel Break Project. Reclamation will give permission to AFD to perform fire fuels reduction and management projects on those Reclamation project lands in or adjacent to Reclamation's Shaded Fuel Break Project; specifically to maintain Reclamation's Shaded Fuel Break Project on a project by project basis.

4. General Provisions

- a. The established Prescription for Reclamation's Shaded Fuel Break Project will be the guideline for implementing and managing potential wildland fire fuels reduction treatments.
- b. Reclamation will allow AFD, its agents; contractors and or vendors to perform fuel treatments with AFD oversight within the Prescription on Reclamation project lands in or adjacent to Reclamation's Shaded Fuel Break Project.

- c. AFD will coordinate with Reclamation and receive specific project approval for each treatment performed by AFD or its agents on Reclamation project lands.
- 5. Exclusions/Limitations
 - a. Neither AFD nor Reclamation is solely obligated to provide funding.
 - b. Funding for Shaded Fuel Break maintenance will follow applicable guidelines as established by a funding source.
- 6. Responsibilities
 - a. AFD will be responsible for the management, coordination, implementation, and inspection and monitoring of fuels treatments when applied to Reclamation project lands in or adjacent to Reclamation's Shaded Fuel Break Project.
 - b. AFD will coordinate closely with Reclamation on the status of each ongoing activity performed under this MOU.

7. Liability

AFD shall defend, indemnify, save and hold harmless Reclamation, its respective officers, agents and employees, from any and all claims, suits, actions or special proceedings that may be brought by third persons on account of personal injury or death, damage to property or violation of any law, regulation or copyright where the third person's claim, suit, or action arises out of any negligent act or omission by either party while engaged in the activities under this MOU.

8. Insurance.

AFD is to maintain certificates of insurance evidencing \$1,000,000.00 coverage in a standardized form while undertaking any activities under this MOU; to include liability, Worker's Compensation and fire suppression requirements resulting from inadvertent ignition during shaded fuel break maintenance activities. Any vendor or contractor performing activities under the direction of AFD on Reclamation project lands will submit an endorsement showing the City of Auburn and Reclamation, its officers, agents and employees as additional named insured.

9. Term of MOU

This MOU will be in effect upon the execution of this MOU both parties. This MOU will stay in effect for one year and will automatically renew annually for a term of three years unless terminated in writing. Either AFD or Reclamation may terminate this MOU after thirty (30) days of written notification to the other.

10. Scope of MOU

Nothing in this MOU is intended to negate, reduce, or impact, any and or all other agreements that each agency has with other agencies or jurisdictions.

Execution:

Auburn City Fire Department

Date

U. S. Bureau of Reclamation

Date

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RESOLUTION NO. 10-
RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF AUBURN FIRE DEPARTMENT AND U.S. BUREAU OF
RECLAMATION.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby approve the
Memorandum of Understanding between the City of Auburn Fire Department
(AFD) and U.S. Bureau of Reclamation (Reclamation) in regards to fuel
reduction projects in around the City of Auburn on Reclamation lands. A true
and correct copy of the Memorandum of Understanding is attached as Exhibit
"A" hereto.

The Fire Chief of the City of Auburn is authorized and directed to execute
the Memorandum of Understanding on behalf of the City of Auburn.

DATED: February 22, 2010

Bridget Powers, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a regular meeting of the City
Council of the City of Auburn held on the 22nd day of February 2010 by the
following vote on roll call:

Ayes:
Noes:
Absent:

Joseph G. R. Labrie, City Clerk